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Department of Commerce  
Patent and Trademark Office  
TRADEMARK



FINANCE SECTION

RECO

102202716

TO: The Commissioner of Patents and Trademarks: please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission  
Document ID#

(Non-Recordation)

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☐ Assignment

☐ License

☐ Security

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☒ Other

Notice of Grant of Security Interest

Effective Date  
Month Day Year  
03/27/02

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

ARINC Incorporated

Formerly

Execution Date  
Month Day Year

03/27/02

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

Bank of America, N.A., as Collateral Agent

DBA/AKA/TA

Composed of

Address (line 1)

555 South Flower Street

Address (line 2)

11<sup>th</sup> Floor

Address (line 3)

Los Angeles

CA

90071

City

State/Country

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☐

☐ Corporation

☐ Association

☒ Other

National Banking Association

☐ Citizenship/State of

Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

|  |  |  |
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|-----------|--|--|
| 2,066,266 |  |  |
|           |  |  |
|           |  |  |

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-2316

Authorization to charge additional fees:

Yes ☒No ☐**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized as indicated herein.

Steven D. Thomas

Name of Person Signing

Signature

Date Signed

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of March 27, 2002 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Banks referenced therein (the "Banks"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Banks:

TRADEMARKS

| <u>Trademark No.</u> | <u>Description of<br/>Trademark Item</u> | <u>Date of<br/>Trademark</u> |
|----------------------|--|------------------------------|
|----------------------|--|------------------------------|

**See attached Schedule A**

Trademark Applications

| <u>Trademark<br/>Applications No.</u> | <u>Description of<br/>Trademark Applied For</u> | <u>Date of Trademark<br/>Applications</u> |
|---------------------------------------|---|---|
|---------------------------------------|---|---|

**See attached Schedule A**

The Obligors and the Collateral Agent, on behalf of the Banks, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

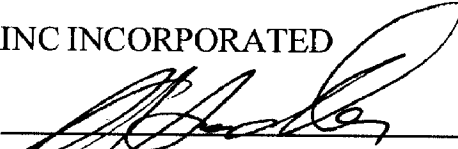
Very truly yours,

ARINC INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
A. James Sadler  
TREASURER AND ASSISTANT SECRETARY

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Obligors and the Collateral Agent, on behalf of the Banks, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ARINC INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Gina Meador

Title: Vice President

**SCHEDULE A**

**ARINC Incorporated**

**U.S. Trademark**

**Registered Mark**

| Mark     | Registration No. | Registration Date |
|----------|------------------|-------------------|
| SKYELINK | 2,066,266        | 6/3/97            |